

Installation of Soccer Lights

10/23/2014

City of Gallatin

1.0 Introduction

The City of Gallatin is seeking bids for the Installation of Soccer Lights for the Leisure Services Department. Bids will be due on Nov. 3rd 2014 at 2:00 pm in a sealed envelope clearly marked: **Installation of Soccer Lights.**

2.0 Technical Requirements

- Total of 2 soccer fields
- 8 poles total(4 per field)
- City to provide all necessary lights for installation

3.0 Contractor Requirements

Electrical Systems Requirement:

- A. The installing contractor shall be responsible for providing the equipment and installation of a complete and operational system commencing from the secondary side of the service transformer and terminating at the safety disconnect within the electrical enclosure, 10' above grade, on each lighting pole. The electrical contractor shall coordinate the transformer and switchgear locations, as well as identifying the voltage and phase of the service, with the local power company and the Owner's representative before any equipment is installed.
- B. Electric Power Requirements for Sports Lighting Equipment: 480 Volt, 3 phase.
- C. Maximum Total Voltage Drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

D. System Design

1. The electrical system shall consist of:
 - a. Conductors and conduit from the main service transformer to the service entrance panel board.
 - b. The service entrance panel board with appropriate individual circuit over-current protection. The panel board shall meet local and National Electrical Code (NEC) requirements for the size of service, AIC rating, and the type of the environment to which it will be exposed. All feeder breakers shall be bolt on type.
 - c. Conductors and conduit for the feeder circuit from the service entrance panel board to the safety disconnect mounted in the electrical enclosure on each lighting pole 10' above grade.
 - d. Grounding conductors and grounding methods for the following:
 - (1) The main service entrance panel board.(per NEC or local code)
 - (2) The lighting contractor enclosure. (per NEC or local code)
 - (3) Each electrical component enclosure mounted on the lighting poles.(Equipment Grounding System) (per NEC or local code)
 - (4) Lightning Protection for individual poles as follows(per NFPA 780):
 - (a) A 5/8 inch x 8 foot copper-clad grounding electrode buried vertically in undisturbed earth. The bottom tip of the grounding electrode should reach a minimum of 10 feet below grade.
 - (b) A copper grounding electrode conductor shall be connected to the top of the grounding electrode and extend and connect to the grounding lug located inside the handhole of the pole approximately 10 feet above grade. The size of this conductor shall be 2 AWG if the pole is 75 in height or less and 2/0 AWG if the pole is greater than 75 feet.

E. Underground wiring shall be all copper wire and installed in PVC Schedule 40 conduit and shall be buried to a depth meeting the NEC and local electrical codes. Acceptable copper wire types need to comply with local requirements, but will either be labeled either THHN or THWN. If above ground conduit must be used, it shall be rigid galvanized steel. Conduit elbows located at the electrical panel shall be rigid galvanized steel.

F. Trenching or Directional Boring

1. The installing contractor shall be responsible for locating all underground utilities including but not limited to: natural gas, electric, water, sewer, cable TV, and telephone.
2. The owner shall be responsible for locating and staking any underground facilities that are not utility related. Owner accepts responsibility for the damage to such facilities that are not properly located or staked.
3. Trenching depth and width shall be adequate to install appropriately sized conduit and to meet local and National Electrical Codes.
4. Trenches shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.
5. No trench line or feeder circuit shall cross the playing area of any soccer field.

G. Design Standards

1. All circuits shall be designed so that the voltage at the safety disconnect in the electrical enclosure near the base of each pole of within 3% of nominal.
2. All work shall meet local and National Electrical Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local electrical inspectors.
3. All electrical components shall be UL Listed for the appropriate application.
4. Each pole shall be on a dedicated circuit. Consult lighting equipment specifications and lighting manufacturer for special circuitry information.

H. The successful contractor shall provide an electrical plan/schematic, detailing all equipment described above, to the owner prior to commencing work. This electrical plan/schematic shall bear the stamp of an Electric Engineer with the P.E. status within the state of Tennessee.

Contractor's Duties

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviation from specifications or plans must be approved in writing by the David Brown or City representative.

- A. Initial Site Inspection: The Contractor is required to meet with David Brown prior to submitting bid for a complete inspection of job site.**
- B. Bonding:** The successful contractor shall furnish a Performance Bond in an amount to one hundred percent (100%) of the contract as security for the faithful performance of this contract. The successful contractor shall upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of 2 years. The contractor, at the City's request, shall furnish a maintenance bond for the above outlined maintenance term. The bond shall be an amount not to exceed one hundred percent (100%) of the contract price.
- C. Codes, Permits and License:** All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to work specified. None of the terms or provisions of this specification shall be construed as waiving any rule, regulation or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out their work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval. In any instance where these specifications call for materials of a better quality or larger size than required by the codes, provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.
- D. Contract and Insurance requirements:** Attached to this bid document is a contract that outlines all insurance requirements.

Materials

- A.** All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specification. Defective equipment or material damaged in the course of installation or test shall be replaced or repaired in a manner satisfactory to the City. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer's regularly engaged in production of such material and shall be the manufacturer's current standard.
- B.** Replacement of Damaged Property: The contractor shall replace all property damaged including fences, trees, plants, grass, walks, drives, building services, etc.

Installation

- A.** Manufacturer's Instruction: Written instructions for this installation of the sports lighting equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with manufacturer.
- B.** Installation of Equipment: Contractor shall install lighting equipment per manufacturer's stated requirements to ensure lighting performance is achieved.
- C.** Manufacturer Representative: A qualified representative from the sports lighting manufacturer shall be available to provide installation guidance if required by the contractor.
- D.** Handling of equipment: The lighting equipment shall be handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- E.** Rigging: Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure or damage.
- F.** Completion Time: all construction, after Notice to Proceed, is to be completed within ninety (90) days. If construction is not completed within the specified period, and the delay is due to the fault of the Contractor, the City may charge the contractor liquidated damages in the amount of \$250.00 per day. The contractor will be required to commence work within (10) calendar days after the City issues a Notice to Proceed, shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

- G. Clean-up:** Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the site of work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste shall be disposed of at locations satisfactory to the owner.

Field Quality Control

- A. Illumination Measurements:** Upon substantial completion of the project and in the presence of the Contractor, Project engineer, City Representative, and Manufacturer's representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA PR-6-01, Appendix.

4.0 Evaluation of Proposals

The City of Gallatin will award the contract to lowest responsible and responsive bidder meeting specifications, quality, and performance standards pursuant to the Municipal Purchasing Act of 1983.

Response will be based on the following factors;

- Completeness of response
- Cost
- Vendor track record, including references
- Quality of service
- Quality of product

5.0 Contract Award

The City of Gallatin reserves the right to reject any or all proposals and to waive any informality found therein. The City of Gallatin will award a contract based on evaluations described above. In the event that the lowest bidder is not available at time of need, the city reserves the right to go with the next lowest bidder.

6.0 Question Submissions

Leisure Services Department
Attn: David Brown
210 Albert Gallatin Avenue
Gallatin TN 37066
Telephone: 615-451-5911
Cell: 615-642-1283

7.0 Proposal Submission

ALL SUBMISSIONS MUST BE SEALED AND CLEARLY MARKED

“Installation of Soccer Lights “

BID DUE DATE: Nov. 3, 2014 @ 2:00pm

Proposals shall be directed to the attention of:

Finance Department

Attn: J.R.Smith, Jr

132 West Main Street

Gallatin, TN 37066

Telephone: 615-451-5963

PRICE SHEET

Cost for Complete Installation \$ _____

Cost for In the Air Installation \$ _____

Name of Company: _____

Address: _____

Telephone: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	MOUNTING HEIGHT	Luminaires		
				TYPE	QTY / POLE	THIS POLE
4	PS-P8	70"	70"	1500W MZ	8	8
4					32	32
						0



MY PROJECT

Name: Gallatin Triple Creek Soccer
Location: Gallatin, TN

GRID SUMMARY

Name: Recreation Area 2
Size: 240' x 360'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY

HORIZONTAL FOOTCANDLES

Entire Grid

Guaranteed Average: 30
Scan Average: 31.8
Maximum: 39
Minimum: 21
Avg / Min: 1.53
Guaranteed Max / Min: 2.5
Max / Min: 1.88
UG (adjacent pts): 1.36
No. of Points: 96

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Design Lumens: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 32
Avg KW: 50.05 (54.4 max)

Guaranteed Performance: The Guaranteed Average
CONSTANT ILLUMINATION described above is guaranteed
for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with
IESNA LM-5-04 and CIBSE LG4. Individual values may vary.
See the Warranty document for details.

Electrical System Requirements: Refer to Amperage
Draw Chart and/or the "Musco Control System Summary"
for electrical sizing.

Installation Requirements: Results assume +/- 3%
nominal voltage at line side of the ballast and structures
located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

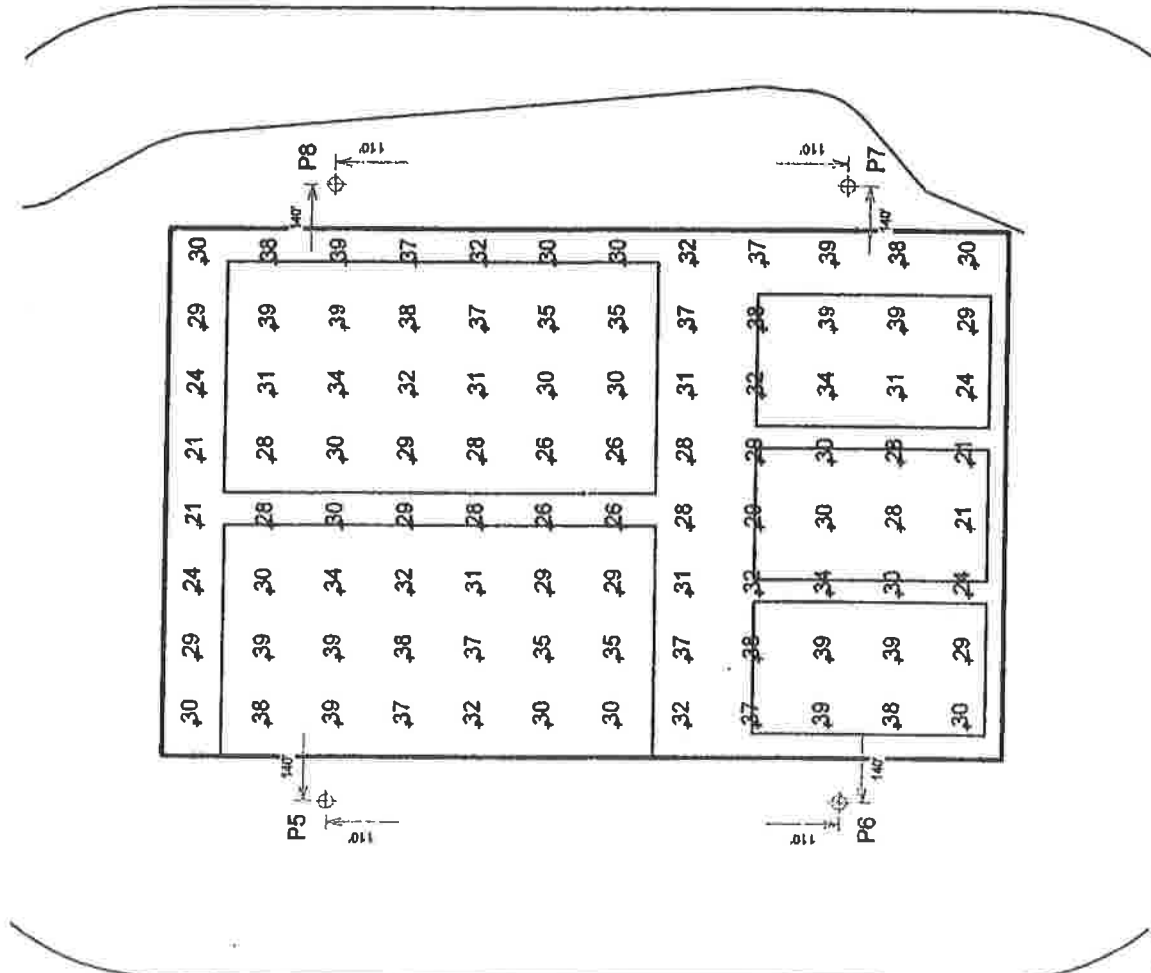
By: WAVEC

File # / Date: 102077B

07-Jul-14

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ILLUMINATION SUMMARY



SCALE IN FEET 1 : 80



Pole location(s) Ⓢ dimensions are relative
to 0,0 reference point(s) Ⓢ

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	TIE CROSS	OTHER NOTES
4	P1-P4	70"		1500W	NZ	40	40	0
TOTALS								
4						40	40	0



MY PROJECT

Name: Gallatin Triple Creek Soccer
Location: Gallatin, TN

GRID SUMMARY

Name: Recreation Area
Size: 311' x 350'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY

Entire Grid

Guaranteed Average: 30

Scan Average: 32.8

Maximum: 51

Minimum: 18

Avg / Min: 1.82

Guaranteed Max / Min: 3

Max / Min: 2.84

UG (adjacent pts): 1.61

No. of Points: 120

LUMINAIRE INFORMATION

Luminaire Type: Green Generation

Rated Lamp Life: 5,000 hours

Design Lumens: 134,000

Avg Lamp Tilt Factor: 1.000

No. of Luminaires: 40

Avg KW: 62.56 (68.0 max)

Guaranteed Performance: The Guaranteed Average
CONSTANT ILLUMINATION described above is guaranteed
for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with
IESNA LM-5-04 and CIBSE LG4. Individual values may vary.
See the Warranty document for details.

Electrical System Requirements: Refer to Amperage
Draw Chart and/or the "Musco Control System Summary"
for electrical sizing.

Installation Requirements: Results assume +/- 3%
nominal voltage at line side of the ballast and structures
located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

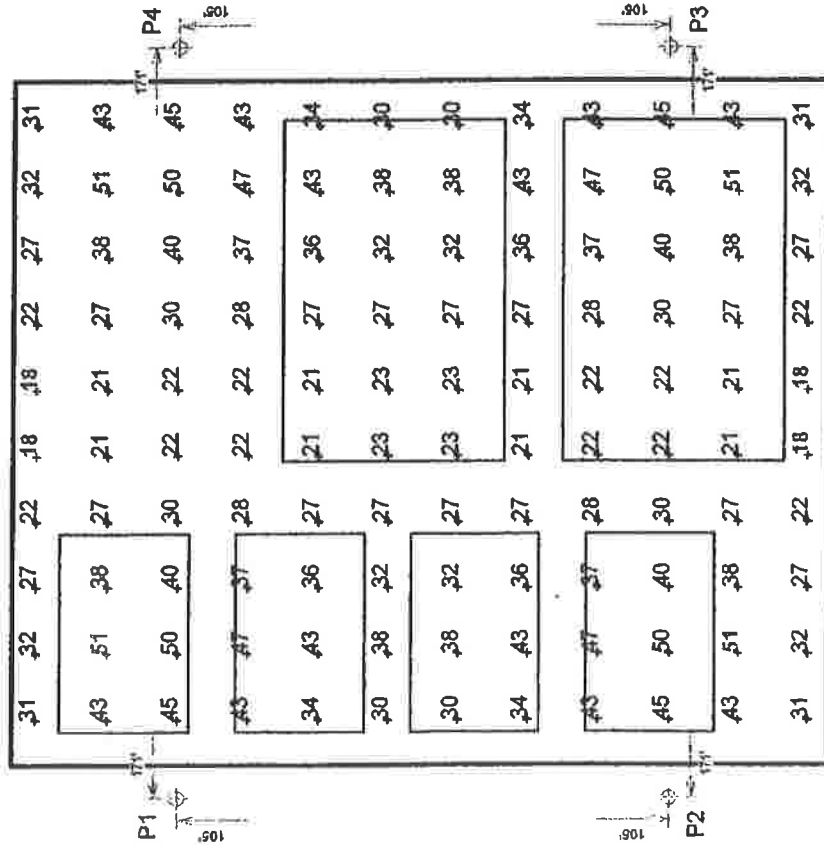
By: WLVCE

File # / Date: 102077A

07-Jul-14

Pole location(s) dimensions are relative
to 0,0 reference point(s)

SCALE IN FEET 1 : 80



ILLUMINATION SUMMARY

PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING

TABLE 1: POLE ASSEMBLY

POLE ID	REQUIRED HEIGHT ft (m)	# OF LUMINAIRES	ASSEMBLY POLE HEIGHT ft (m)
P1	70 (21.3)	10	2023 (1144)
P2	70 (21.3)	10	2023 (1144)
P3	70 (21.3)	10	2023 (1144)
P4	70 (21.3)	10	2023 (1144)
P5	70 (21.3)	6	1806 (606)
P6	70 (21.3)	6	1806 (606)
P7	70 (21.3)	6	1806 (606)
P8	70 (21.3)	6	1806 (606)

Pole Assembly Notes:

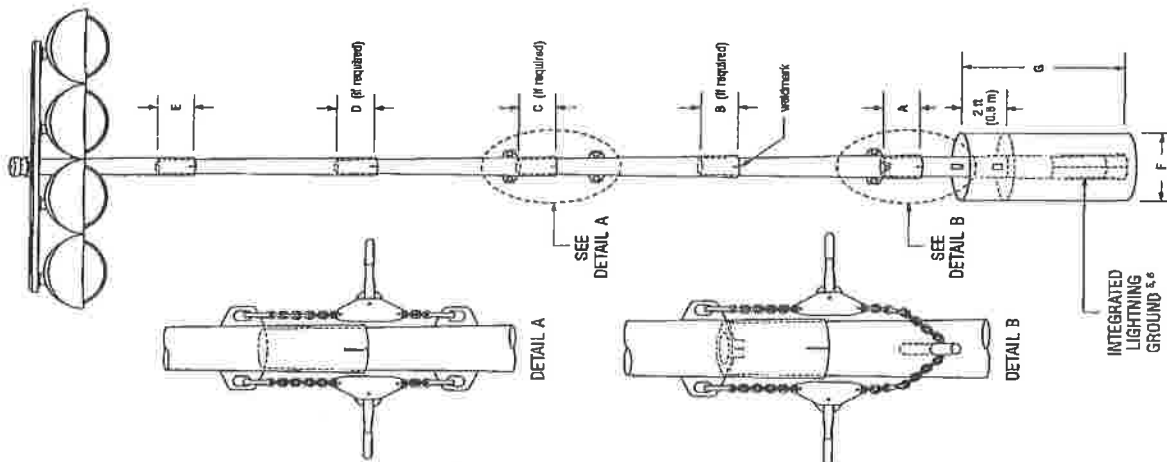
- Steel pole should overlap concrete base and be sealed tight with 1 1/2 lbs. core-elastic (contractor provided).
- Align luminaire on steel surface before assembly.
- Assembled pole weight includes steel sections, crossarms, luminaires, and identified components enclosure.
- The document is not intended for use as an assembly instruction. See installation instructions: Light-Signature Series Lighting Systems for complete assembly procedures.

TABLE 2: FOUNDATION DETAILS

POLE ID	CONCRETE BASE WEIGHT lb (kg)	F ft (m)	G ft (m)	CONCRETE BACKFILL yd ³ (m ³)	CUT BASE	LIGHTNING PROTECTION TYPE	SUPPLEMENTAL INSTRUCTION
P1	3780 (1716)	30 (762)	14 (4.3)	1.8 (1.3)	NO	INTEGRATED	
P2	3780 (1716)	30 (762)	14 (4.3)	1.8 (1.3)	NO	INTEGRATED	
P3	3780 (1716)	30 (762)	14 (4.3)	1.8 (1.3)	NO	INTEGRATED	
P4	3780 (1716)	30 (762)	14 (4.3)	1.8 (1.3)	NO	INTEGRATED	
P5	2770 (1256)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED	
P6	2770 (1256)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED	
P7	2770 (1256)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED	
P8	2770 (1256)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED	

Foundation Notes:

- Concrete backfill is calculated to 2 ft (0.6m) below grade (no change indicated). Top 2 ft (0.6m) to be class 5 soil compacted to 95% density of surrounding undisturbed soil unless otherwise specified in stamped structural design.
- Concrete backfill required 3000 psi (20 MPa) minimum unless otherwise specified in stamped structural design.
- Foundation design per 2008 IBC, 30 mph exposure category C, vibration STD.
- American IBC class 5 soil.
- Standard bases include integrated lightning protection. If bases are cut, supplemental lightning protection is required.
- Contractor to provide materials and installation.
- Lighting protection is a manufacturer installed concrete enclosed electrode and conductor. Ground connection is made when concrete base is finished and footing is poured. No additional steps required.



CITY OF GALLATIN, TENNESSEE

Contract made this ____ day of _____, 201____, between the City of Gallatin, Tennessee, ("City") and _____ ("Contractor").

City and Contractor agree:

1. Contract Documents: This Contract is made as a result of an Advertisement for Bid issued by City and attached to this Contract as an exhibit. Contractor was awarded the bid as the lowest responsible bidder. In the event of any inconsistencies in the terms of this Contract, the contract documents defined in the Advertisement for Bid and Contractor's bid, this Contract shall take precedence over the contract documents, which shall take precedence over the bid. This Contract and attached exhibits constitute the entire agreement between the parties. No waiver, consent, or modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this Contract, understands it, and agrees to be bound by its terms and conditions.

2. Scope: Contractor shall begin and complete the project described in the contract documents within the time prescribed in the contract documents. Exceptions, alterations, or modifications to the contract documents, if any, shall be attached to this Contract as a separate exhibit.

3. Price & Payment: City shall pay Contractor amounts earned under the Contract. All payments will be made at the times and in the manner provided in the contract documents.

4. Performance and Payment Bonds: If required by the City, Contractor shall, within five (5) days after execution of the Contract and prior to doing any work under the Contract, furnish bonds to the City in a form and with a surety satisfactory to the City Attorney in the penal sum of the full amount of the Contract conditioned upon the faithful payment and performance of this Contract upon the part of the Contractor.

5. Indemnification: Contractor agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever na-

ture arising out of or incident to the performance of this Contract by Contractor (including but not limited to, Contractor's employees, agents, and others designated by Contractor to perform work or services attendant to this Contract.) Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and approximately caused by the negligence of City.

6. Insurance: Contractor shall, at its own expense, at all times during the term of this agreement, maintain in force:

6.1. General Liability. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations, owner's and contractor's protective insurance and comprehensive automobile liability, including owned and non-owned automobiles. The liability under each policy shall be a minimum of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis.

6.2. Worker's Compensation. Worker's compensation insurance in compliance with T.C.A. § 50-6-101 *et seq.*, which requires subject employers to provide Tennessee workers' compensation coverage for all their subject workers.

6.3. Automobile Liability. Automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. The City, its officers, employees and agents shall be named as additional insureds on each required insurance policy. Contractor shall submit certificates of insurance acceptable to the City with the signed Contract prior to the commencement of any work under this agreement. These certificates shall contain a provision that coverage afforded under the policies cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to City. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

7. Compliance with Law: Contractor shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, and city governments with respect to the services.

8. Default: A default shall occur under any of the following circumstances:

8.1. If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workers or equipment or with sufficient materials

to insure the prompt completion of the project, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work.

8.2. If the Contractor shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against the Contractor unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.

8.3. From any other cause whatsoever, shall not carry on the work in an acceptable manner.

8.4. Contractor commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract.

8.5. Contractor loses any license, certificate or certification that it required to perform work or service attendant to this Contract.

8.6. Contractor attempts to assign rights in, or delegate duties under the Contract.

9. Remedies: In addition to the rights and remedies to which the City may be entitled by law for the enforcement of its rights under this Contract, City shall have full power and authority, without violating this Contract, to take prosecution of the work from the Contractor, and appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may cause a contract for the completion of this Contract according to its terms and provisions, or use such methods as required for the completion of the Contract, in any acceptable manner. All costs and charges incurred by the City together with the costs of completing the work under the Contract, shall be deducted from any money due or which shall become due the Contractor. In case the expense so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, then the Contractor shall be entitled to received the difference less any damages for delay to which the City may be entitled. In case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and agree to and shall pay the City the amount of the excess with damages for delay of performance, if any.

10. Termination:

10.1. Mutual consent. This Contract may be terminated at any time by mutual consent of both parties.

10.2. City's Convenience. This Contract may be terminated at any time by City upon 30 days notice in writing and delivered by certified mail or in person.

10.3. For Cause. City may terminate or modify this Contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by City under any of the following conditions:

- a. If City funding from federal, state, county, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
- b. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract; or
- c. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract for any reason denied, revoked, suspended, or not renewed.

10.4. For Default or Breach.

- a. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving notice may authorize or require, then the Contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- b. Time is of the essence for Contractor's performance of each and every obligation and duty under this Contract. City by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this Contract if Contractor fails to provide services called for by this Contract within the time specified herein or in any extension thereof.
- c. The rights and remedies of City provided in this subsection (10.4) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.5. Obligation/Liability of Parties: Termination or modification of this Contract, pursuant to subsections 10.1, 10.2, 10.3 and 10.4 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 10.1, 10.2, 10.3 and 10.4 of this section) Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by City in notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. City shall pay Contractor for work performed prior

to the termination date if such work was performed in accordance with the Contract.

11. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the City's fiscal year budget. Contractor understands and agrees that City's payment of amounts under this Contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

12. Assignment and Subcontracts: Contractor shall not assign this Contract without the written consent of City. Any attempted assignment without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.

13. Governing Law; Jurisdiction; Venue: This Contract shall be governed and construed in accordance with the laws of the State of Tennessee without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Chancery or Circuit Courts of Sumner County for the State of Tennessee. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Middle Tennessee filed in Davidson County, Tennessee. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

14. MERGER CLAUSE: THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

15. Prior Approval Required: Approval of the City of Gallatin Council or Mayor is required before any work may begin under this Contract.

CITY OF GALLATIN, TENNESSEE

CONTRACTOR

BY: _____
Jo Ann Graves, Mayor

BY: _____

ATTEST:

Connie Kittrell, City Recorder

This contract was prepared by and is approved as to form by:

| ~~Joe H. Thompson~~ Susan High-McAuley

City Attorney

Room 212

132 West Main Street

Gallatin, TN 37066